



मिजोरम MIZORAM

038563

DEED OF AGREEMENT EXECUTED BY/BETWEEN THE DEPARTMENT OF FISHERIES, GOVT. OF MIZORAM AND SHRI LALSANGLURA K-6, COLLEGE VENG, AIZAWL IN RESPECT OF HARVESTING OF FISH CROP ON ANNUAL AUCTION IN SERLUI 'B' HYDEL PROJECT RESERVOIR

No.G.28011/13/11-DTE(FS-RES)/NFDB/2014 dt. 13.8.13

phun 28/8/13
This deed of agreement is made and executed on this *twenty third*..... day of *August*.....2013 between the Department of Fisheries herein after called the First party of the agreement and Shri Lalsanglura K-6 College veng, Aizawl herein after called Second party (Mahaldar) of the agreement.

Whereas the second party i.e Lalsanglura K-6, College veng, Aizawl has been awarded with the work of annual harvesting of fish crop of Serlui 'B' Hydel Project Reservoir against the bid amount of Rs.7,10,000/- (Rupees seven lakh ten thousand) as approved by the Govt. of Mizoram vide No.B.20011/2/10-FS/Dt.13.06.2013 and whereas the Second party has deposited the auction value of Rs.7,10,000/- against T.R-5 Book No.3 Receipt No.142 dt.20.8.2013, a deed of agreement is executed here in between First party and Second party in line with Mizoram Fisheries Act 2002 and MOU signed before/between the Department of Power & Electricity and the Department of Fisheries.

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I. The Second party will undertake harvesting of fish crop in Serlui 'B' Hydel Project Reservoir for a period of 1(one) year with effect from the date of signing this bond. However, in line with Mizoram Fisheries Act 2002, fishing will be banned for economic variety species of fishes during the closed season i.e from 1st April to 15th July. The species specified under economic variety of fishes are shown under and any such species caught below the size as shown against each at any item of the auction/contract period should be released back/liberated into the reservoir in live condition by the Second party.

<i>Common name/ local name</i>	<i>Scientific name</i>	<i>Length (cm)</i>
<i>1</i>	<i>2</i>	<i>3</i>
Catla (Bau)	<u>Catla catla</u>	20cm
Rohu	<u>Labeo rohita</u>	15cm
Mrigal	<u>Cirrhinus mrigala</u>	15cm
Common carp	<u>Cyprinus carpio</u>	10cm
Silver carp	<u>Hypophthalmichthys molitrix</u>	15cm
Grass carp	<u>Ctenopharyngodon idella</u>	20cm
Calbasu(Tunhang)	<u>Labeo calbasu</u>	15cm
Bata	<u>Labeo bata</u>	15cm
-	<u>Labeo finbriatus</u>	15cm
Reba	<u>Cirrhinus reba</u>	15cm
Bual/Nghalukawrsei	<u>Wallago attu</u>	30cm
Chital	<u>Chitala spp</u>	30cm
Aor/singhi etc	<u>Mystus spp</u>	30cm
Murrels/Nghavawk	<u>Channa spp</u>	30cm
Mahseer/Nghahrah	<u>Tor spp</u>	30cm
Nghavang	<u>Semiplotlus spp</u>	25cm
Thaichhawninu	<u>Barbus spp</u>	30cm
Ngharul	<u>Eel spp</u>	20cm

The ban on fishing is further imposed throughout the year in the sanctuary as declared in the Fisheries Rules 2010.

- II. The Second party or his employees engaged for this purpose should not intend to catch, harvest, take or dispose any fish in the reservoir:-
- (i) By use of gelatin or other explosives, electric-fishing in whatever form it may be.
 - (ii) By use of any poison of either chemical/plant or any other origin, lime, bleaching any noxious materials.
 - (iii) By use of any fixed engine/trap etc other than the prescribed gears as laid down under clause III of this agreement.

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- III. The Second party will use only the following types of nets and gears as specified below:-

Sl. No	Type of Net	Size of Net	Mesh size
1.	Gill Net	300x20m maximum	4" and above (2" mesh bar)
2.	Cast Net	9' height	1/2" mesh size

However, for catching minnows and unwanted fishes, the Second party is allowed to operate drag-net of maximum size 100x15m of mesh size not below 1/16" only in the peripheral zone of the reservoir not exceeding a distance of 25m inside the reservoir.

- IV. The Second party shall not undertake movement, parking of any vessel/operate any fishing gear within a distance of 250 meters from the main DAM.
- V. The Second part will deploy his own crafts, gears, transport vehicle and manpower for this purpose.
- VI. The Second party of the Agreement (Mahaldar) will allow the local inhabitants around the reservoir to catch fishes in the reservoir for their livelihood. For this purpose, the local inhabitants who engage themselves for fishing in the reservoir has to obtain annual permit from the District Fisheries Dev. Officer, Kolasib and the fishes so caught by the local fisher should invariably be sold to the Mahaldar at the rate to be fixed by the District Fisheries Dev. Officer, Kolasib through negotiation between the Mahaldar and the local fisher. The conservation measures in respect of closed season prohibited size of economic species use of explosive, chemical, plant poison, fixed engine/trap etc and regulation of mesh size, deployment of fishing craft and gears as specified under clause I, II, III, IV and provisions of Mizoram Fisheries Act, 2002 shall also be applicable for the local inhabitants/fisher engaging themselves in the in Serlui 'B' reservoir for fishing.
- VII. The Second party (Mahaldar) will submit statement of daily catch with date and quantity once in a week to the District Fisheries Dev. Officer, Kolasib. Such catch record should specify separate entries for fishes caught by the Mahalder's party and fishes caught by the local fishers. The statement should also contain the quantum of amount paid to the local fisher towards purchase of fish an amount earned by the Mahaldar for disposal of fish from the reservoir.
- VIII. The second party of the agreement (Mahaldar) will indemnify, defend and hold the first part harmless against claim, loss, accident, mishap, cost and expenses of whatever kind and nature arising out of activities of second part in this agreement.

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- IX. In case of any difference or dispute between the First party and the Second party on any matter pertaining to or arising out of this agreement/indenture, points of difference or dispute shall first be referred to any Arbitrator to be nominated by the parties, whose decision shall be final and binding on both the parties.
- X. In the event of any breach of the conditions laid down in this agreement by the Second party or any of his employees the offender will be liable to be prosecuted and penalized as per the provisions of the Mizoram Fisheries Act 2002 and the Mizoram Fisheries Rules 2010.

IN WITNESS WHEREOF THE parties have signed and executed on this.....day of.....2013 against their signature and the agreement shall be deemed to have been executed and be in operation on the date mentioned above.

Signature

Signature

[Signature] 23/8/13
 (LALSANGLURA)
 K-6, College veng
 Aizawl
 Second party

[Signature] 23/8/13
 Director of Fisheries
 Govt. of Mizoram
 First party

WITNESS

(ON BEHALF OF THE SECOND PARTY OF THE AGREEMENT MAHALDAR)

(ON BEHALF OF THE FIRST PARTY OF THE AGREEMENT)

- 1. *[Signature]* 23/8/13
(LALLANGKIMA SAILO)
- 2. *[Signature]* 23/8/13
(LALTHANGVUNGA SAILO)

- 1. *[Signature]* 23.8.2013
(M A. RAZI)
- 2. *[Signature]* 23/8/13
(LUCY LALRINPUII)